

**From:** rcg@wt.bc.ca@inetgw  
**To:** Microsoft ATR  
**Date:** 1/23/02 4:09pm  
**Subject:** Microsoft settlement - please restrict Microsoft from excluding "free software"

Without long explanations, I am concerned about Microsoft's licensing restrictions that exclude all other operating systems. Microsoft have effectively excluded developers who use Microsoft development products from writing software that could be run on non-Windows systems (i.e. Linux+WINE). This, in effect, extends MS's OS to include all applications written for it. Since Microsoft also maintains market dominance in development suites (because of its use of undocumented OS API calls to its monopoly OS), Microsoft has a means (when combined with the licence distribution agreement) to effectively restrict Microsoft developers to Windows only products. Additionally, even developers using non-microsoft development products could inadvertently violate the MS distribution agreement if they buy and include components from other vendors in their product.

For example: Suppose I want to write a spreadsheet program that will run on both Windows and Linux. In order to avoid any licence concerns I use Borland's development suite, Delphi. I also purchase a "Excel import filter" from ABC company and use it in my product. I would be unaware if ABC company created the component I purchased with a Microsoft development suite. Thus, I could be violating MS's distribution agreement.

Additionally, MS can use the "redistribution agreement" to restrict services to only those running their operating systems. (See, MSNBC's download restrictions..)

Finally, there remains concern over patent infringement for Windows compatible operating systems. In order to avoid patent infringement, any company or person needs to know the what patents he/she could be violating. It would seem reasonable that clone operating system makers should be able to have access to the list patents that Microsoft holds in relation to its operating system. Without this the threat of a possible lawsuit from Microsoft (I hear that they are very difficult to deal with in court) could scare off financial investment and thus virtually eliminate competition on the desktop. Please take note of the finding of fact in regard to what makes a viable operating system alternative.

In order to effectively protect the consumer, any agreement needs not only to address the past concerns but to provide guidelines that protect the future. When this court case began, there was no viable alternative to Windows, but today it appears that soon there will be. Microsoft has realized this and has been taking measures to eliminate it. In my opinion, the proposed agreement falls short of protecting consumers from Microsoft's business practices and thus having a choice of operating systems in the future.

Please consider my comments in you deliberations. Freedom is choice: fair and equal choice.

Richard Giroux  
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